

07-28-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101416566

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents (s) or copy(ies).

## Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

## Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- Effective Date  
Month Day Year  
 04 14 2000
- ☐ Change of Name
- ☐ Other

## Conveying Party

☐ Mark if additional names of conveying parties attached

Name  Truserv Corporation

Effective  
Month Day Year  
04 14 2000

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization  Delaware

## Receiving Party

☐ Mark if additional names of conveying parties attached

Name  Bank of America, N.A. as Collateral Agent

DBA/AKA/TA

Composed of

Address (line 1)  231 South La Salle Street

Address (line 2)  Chicago, IL 60697

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☒ Other  National Association

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

☐ Citizenship/State of Incorporation/Organization

07/27/2000 DNGUYEN 00000235 73440773

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 1875.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

8841195.1 62900 1227C 96243688

TRADEMARK  
REEL: 002106 FRAME: 0321

**Domestic Representatives Name and Address**

Enter for the first Receiving Party only.

Name   
Address (line 1)   
Address (line 2)   
Address (line 3)   
Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name   
Address (line 1)   
Address (line 2)   
Address (line 3)   
Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

73/440773	73/465454	73/475728
73/599892	73/730199	73/732567
74/297568	74/335407	74/469728

**Registration Number(s)**

2285804	97536	2226671

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method

Enclosed ☒

Deposit Account ☒

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional

Yes ☒

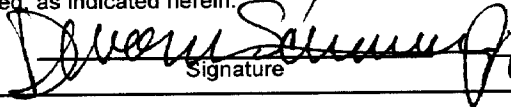
No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Deborah Schavey Ruff

Name of Person Signing



Signature

June 29, 2000

Date Signed

Additional Trademark Applications

74/635431	73/199696
74/650186	73/199699
74/652079	73/245914
74/667088	73/245999
74/721509	73/251985
75/026183	73/252030
75/102730	73/256538
75/125488	73/256552
75/203381	73/261662
75/211939	73/326512
75/211948	73/360799
75/211949	73/360862
75/211950	73/167593
75/211953	73/022683
75/237126	72/360718
75/225096	75/342553
75/238962	75/628123
72/146020	75/660743
73/294214	73/347033
73/501888	74/696129
73/505894	75/120945
74/115320	75/237030
74/184170	75/858987
74/514564	75/342552
74/568898	75/395791
74/586163	75/342524
75/166027	75/604656
75/225278	75/660306
73/253693	
71/581948	
71/635649	
71/638111	
73/120195	
73/347033	
73/188402	
73/188451	

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 14, 2000 (this "Agreement") is between TRUSERV CORPORATION, a Delaware corporation (the "Company"), and BANK OF AMERICA, N.A. ("Bank of America"), as Collateral Agent (as defined below) for the Benefited Parties (as defined in the Intercreditor Agreement referred to below).

## W I T N E S S E T H :

WHEREAS, pursuant to an Intercreditor Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement"), certain creditors of the Company and Bank of America, as Collateral Agent (in such capacity, together with any successor in such capacity, the "Collateral Agent"), have agreed that (i) the Benefited Obligations (as defined in the Intercreditor Agreement) shall be secured and guaranteed as set forth in the Intercreditor Agreement and (ii) Bank of America shall act as collateral agent for the Benefited Parties; and

WHEREAS, the Company has entered into a security agreement dated as of the date hereof with the Collateral Agent for the benefit of itself and the other Benefited Parties (as the same may be amended, supplemented, restated or replaced from time to time, the "Security Agreement");

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Intercreditor Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure payment of all of the Benefited Obligations, the Company hereby mortgages, pledges and hypothecates to the Collateral Agent, and grants to the Collateral Agent a security interest in, for its benefit and the benefit of each other Benefited Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all

registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 2 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 or 2 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each other Benefited Party. The Security Agreement (and all rights and remedies of the Collateral Agent and each other Benefited Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Benefited Obligations and the termination of all commitments to create Benefited Obligations, the Collateral Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

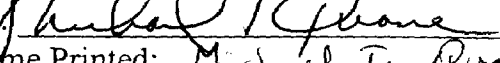
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUSERV CORPORATION

Address:

8600 West Bryn Mawr Avenue  
Chicago, Illinois 60631-3505  
Attention: Frank Hashimoto  
Facsimile: (773) 695-6568

By:   
Name Printed: Michael T. Quane  
Title: Treasurer

BANK OF AMERICA, N.A.,  
as Collateral Agent

Address:

231 South LaSalle Street  
Chicago, IL 60697  
Attention: David Johanson  
Facsimile: (312) 974-9102

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUSERV CORPORATION

Address:


8600 West Bryn Mawr Avenue  
Chicago, Illinois 60631-3505  
Attention: Frank Hashimoto  
Facsimile: (773) 695-6568

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A.,  
as Collateral Agent

Address:

231 South LaSalle Street  
Chicago, Illinois 60697  
Attention: David Johanson  
Facsimile: (312) 974-9102

By:   
Name Printed: MICHAEL BRASHLER  
Title: Agency Officer



ATTACHMENT 1  
to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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**See Exhibit A attached hereto**

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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**See Exhibit B attached hereto**

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Expected Docket No.</u>	<u>Products/ Filing Date</u>	<u>Services</u>
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**None**

1006165

96243688

## EXHIBIT A TRADEMARKS

NAME	COUNTRY	INIT. CLASS.	NUMBER
MASTER ELECTRICIAN	U.S.	8,9,11,17	73-440773
GREEN THUMB	U.S.	6,8,17,21,31	73-45454
MASTER PLUMBER	U.S.	1,6,8,11,17,31	73-476728
X-O-STAIN	U.S.	2	73-589892
ENRICH	U.S.	2	73-730199
MASTER MECHANIC	U.S.	1,4	73-732667
ULTRA SATIN	U.S.	2	74-287568
JUST AER	U.S.	200	74-335407
TRUE VALUE COFFEE STOP	U.S.	42	74-469728
TRUE VALUE	U.S.	42	74-635491
TRUE VALUE PAINT SHOP	U.S.	42	74-650186
HELP IS JUST AROUND THE CORNER	U.S.	42	74-652078
TRUE VALUE	U.S.	19	74-667088
TRUE VALUE	U.S.	16	74-721600
TRUE VALUE	U.S.	18	75-020183
TRUE VALUE	U.S.	8	75-102730
TRUE VALUE	U.S.	39	75-285804
TRUE VALUE	U.S.	25	75-125488
CHRISTMAS IS JUST AROUND THE CORNER	U.S.	35	75-202381
TRUSERV	U.S.	35	75-211839
TRUSERV	U.S.	41	75-211948
TRUSERV	U.S.	35	75-211949
TRUSERV	U.S.	38	75-211950
TRUSERV	U.S.	16	75-211953
TRUE VALUE	U.S.	28	75-227126
TRUE VALUE	U.S.	18	75-225096
TRUE VALUE	U.S.	27	75-239882
COAST TO COAST	U.S.	35	75-146020
SERVISTAR	U.S.	35,42	75-254214
GRAND RENTAL STATION	U.S.	7	75-501886
GRAND RENTAL STATION	U.S.	37	75-505894
HOME & GARDEN SHOWPLACE	U.S.	17	74-115320
HOME & GARDEN SHOWPLACE	U.S.	1	74-184170
RENTER CENTER	U.S.	42	74-514564
PRESTIGE	U.S.	2	74-568898
INDUSERVE SUPPLY	U.S.	42	74-588163
COMMERCIAL SALES AND DESIGN	U.S.	35	75-198027
SOFT TOUCH	U.S.	2	75-225278
COAST TO COAST	U.S.	35, 42	75-253693
GREEN THUMB	U.S.	23	71-581948
GREEN THUMB	U.S.	20	71-635649
GREEN THUMB	U.S.	8	71-636111
TRUE VALUE	U.S.	200	73-120195
MASTER ELECTRICIAN	U.S.	9	73-347033
TRUE VALUE	U.S.	28	73-188402
TRUE VALUE	U.S.	28	73-188451
WEATHERALL	U.S.	2	73-199636
WOODSMAN	U.S.	3	73-199699
TRUE VALUE	U.S.	20	73-245914
TRUE VALUE	U.S.	20	73-245999
TRUE VALUE	U.S.	6	73-251885
TRUE VALUE	U.S.	6	73-252030
TRUE VALUE	U.S.	11	73-256538
TRUE VALUE	U.S.	11	73-256552
TRUE VALUE	U.S.	18	73-261662
MASTER MECHANIC	U.S.	2,4,7,8,9,18,20	72-226512
MASTER PLUMBER	U.S.	5,4,6,11,17	73-360789
MASTER PLUMBER	U.S.	3,4,6,11,17	73-380862
LAWN CHIEF	U.S.	7	73-167593
WOODSMAN	U.S.	2	73-022683
X-O-RUST	U.S.	2	72-360718
TRUE VALUE	U.S.	31	87636
PREMIUM DECOR	U.S.	2	2228971
TRUE VALUE	U.S.	35	75-342553
TRUE VALUE	U.S.	9	75-628123
COMMERCIAL SALES	U.S.	35	75-660743
MASTER ELECTRICIAN	U.S.	9	73-347033

DATE	COUNTRY	BOA
2/5/1985	U.S.	yes
9/22/1987	U.S.	yes
3/17/1987	U.S.	yes
7/26/1987	U.S.	yes
1/24/1988	U.S.	yes
10/24/1989	U.S.	yes
10/19/1983	U.S.	yes
1/25/1994	U.S.	yes
10/10/1995	U.S.	yes
4/30/1990	U.S.	yes
3/12/1996	U.S.	yes
4/30/1998	U.S.	yes
2/18/1997	U.S.	yes
8/13/1986	U.S.	yes
3/4/1987	U.S.	yes
8/5/1997	U.S.	yes
10/12/1999	U.S.	yes
4/28/1997	U.S.	yes
11/25/1997	U.S.	yes
7/28/1998	U.S.	yes
7/28/1998	U.S.	yes
5/12/1998	U.S.	yes
8/18/1998	U.S.	yes
4/7/1998	U.S.	yes
1/27/1998	U.S.	yes
1/13/1998	U.S.	yes
2/3/1998	U.S.	yes
11/3/1984	U.S.	yes
9/13/1983	U.S.	yes
5/21/1985	U.S.	yes
6/4/1985	U.S.	yes
5/12/1992	U.S.	yes
2/1/1994	U.S.	yes
4/20/1994	U.S.	yes
8/18/1995	U.S.	yes
1/23/1996	U.S.	yes
12/18/1997	U.S.	yes
	U.S.	yes
4/12/1983	U.S.	yes
6/19/1991	U.S.	yes
7/5/1995	U.S.	yes
10/20/1993	U.S.	yes
9/2/1998	U.S.	yes
9/13/1983	U.S.	yes
6/23/1981	U.S.	yes
9/1/1981	U.S.	yes
3/24/1981	U.S.	yes
3/24/1981	U.S.	yes
12/15/1981	U.S.	yes
12/29/1981	U.S.	yes
8/18/1981	U.S.	yes
8/18/1981	U.S.	yes
11/24/1981	U.S.	yes
11/24/1981	U.S.	yes
11/2/1981	U.S.	yes
8/20/1983	U.S.	yes
1/8/1985	U.S.	yes
1/8/1985	U.S.	yes
5/20/1980	U.S.	yes
9/23/1976	U.S.	yes
7/23/1974	U.S.	yes
10/22/1998	U.S.	yes
7/27/1998	U.S.	yes
6/29/1999	U.S.	yes
3/14/2000	U.S.	yes
4/1/2000	U.S.	yes
8/13/1983	U.S.	yes

## EXHIBIT B TRADEMARK APPLICATIONS

NAME	COUNTRY	INIT. CLASS.	NUMBER	DATE	COUNTRY	BOA
TRUE VALUE	U.S.	9	74-686129	11/12/1998	U.S.	yes
TRUE VALUE	U.S.	38	75-120945		U.S.	yes
UNITY	U.S.	9,42	78-237030		U.S.	yes
POWER PLACE	U.S.	35,16	75-858987		U.S.	yes
COLOR DECOR	U.S.	2	75-342852		U.S.	yes
PARTY CENTRAL	U.S.	38	75-395791		U.S.	yes
POWER PLACE	U.S.	38	75-342524		U.S.	yes
GRAND RENTAL STATION	U.S.	16, 35	75-804856		U.S.	yes
TRUE VALUE	U.S.	9	UNK-computer		U.S.	yes
COMMERCIAL SALES and DESIGN	U.S.	16, 35	75-860306		U.S.	yes
GRILL ZONE	U.S.	3,4,8,11,21,24,25,30			U.S.	yes

TRADEMARK

RECORDED: 06/29/2000

REEL: 002106 FRAME: 0330